LOUISIANA Department of Education REQUEST FOR PROPOSALS for

Louisiana Educational Assessment Program: Web-Based Diagnostic Test—A Formative Assessment for the Grade-Level Expectations

> Cecil J. Picard State Superintendent of Education April 7, 2006



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For further information, contact: Dr. Scott Norton Division of Standards, Assessments, and Accountability Louisiana Department of Education.

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Web only.

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1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Education (LDE) (also referred to as the State) for the purpose of developing a web-based diagnostic test system. This online system is part of a continuing effort to provide Louisiana public school students an opportunity to solve questions that measure concepts and skills stated in the state content standards and Grade-Level Expectations (GLEs). The system will allow teachers at grades 1–12 to create GLE-based assessments that match their instructional content for a certain period of time (e.g., six weeks). The assessment can be used to identify student ability before instruction is provided, to develop or modify lesson plans that accommodate student needs, and to evaluate student competency after instruction is provided.

1.2 Background

In 2003, in its efforts to expand and extend the content standards, the state developed Grade-Level Expectations (GLEs) to define what all students should know and be able to do at the end of a given grade level. In the spring of 2005, the state developed the Comprehensive Curriculum for English language arts, mathematics, science, and social studies that K–12 teachers can use in the classroom. The curriculum is aligned with state content standards, benchmarks, and GLEs, and organized by content into time-bound units with sample activities and classroom assessments to guide teaching and learning. The purposes of developing the Comprehensive Curriculum are (1) to align curriculum and instruction with state content standards—specifically the GLEs—and the state standards-based assessments, and (2) to ensure that an appropriate amount of time is devoted to instructional activities that focus on what students should learn and be able to do.

The Louisiana Educational Assessment Program (LEAP) consists of criterion-referenced tests at grades 4 and 8, the Graduation Exit Examination (GEE) at grades 10 and 11, and the augmented norm-referenced tests (*i*LEAP) at grades 3, 5, 6, 7, and 9. These tests contain questions that align with the state content standards and benchmarks. The grades 4 and 8 tests are used to make decisions about student promotion; passage of the GEE is required for a standard high school diploma.

Based on a request from the Board of Elementary and Secondary Education, the state plans to develop a web-based diagnostic test system to assist teachers in creating formative assessments that align with the GLEs. The item format and quality will be comparable to those in the state assessments.

Detailed information about the GLEs, Comprehensive Curriculum, and the state assessment programs can be found at www.louisianaschools.net.

1.3 Scope of Services

Attachment I details the scope of services and deliverables and desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin July 14, 2006, and to continue through June 30, 2012. This RFP describes the development and implementation plan for the next six years. Multi-year proposals are being sought. The State reserves the right to award and fund any or all activities of this project based upon the availability of funds. The successful proposer should be prepared to begin work according to the time and payment schedule proposed by the LDE. Any of the standard project components specified in this RFP and in the winning proposal are subject to exclusion from any resulting contract at the discretion of the LDE.

2.2 RFP Coordinator

This RFP is available in electronic form at www.louisianaschools.net (click on Funding), in PDF and Word format, or in printed form by submitting a written request to the RFP Coordinator. A copy of the RFP can also be retrieved from the State's centralized solicitation site at: wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp.

Requests for copies of the RFP, letter of intent, and written questions must be directed to the RFP Coordinator listed below.

Dr. Scott Norton, Director Division of Student Standards and Assessments Louisiana Department of Education 1201 North Third Street Baton Rouge, LA 70802

Or faxed to:

Dr. Scott Norton, Director

Division of Student Standards and Assessments

FAX: (225) 219-0474

Proposer's questions should be mailed or faxed as shown above, or e-mailed to Dr. Scott Norton at Scott.Norton@la.gov. Though a letter of intent is not required, all proposers who submit one will receive the questions and answers via e-mail. If you have no questions but want to receive a list of the questions and answers, send an e-mail request. Questions and responses will also be posted on the State's centralized solicitation site at: <a href="https://www.www.norto.gov/www.norto.gov/www.norto.gov/www.norto.gov/www.norto.gov/www.norto.gov/ww.

2.3 Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements or the Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in its best interest.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received by **April 18, 2006**, at the above address or via fax by 4:00 p.m. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by **April 21, 2006**, at www.louisianaschools.net (click on Funding) and at the State's centralized

solicitation site at www.rch2.doa.state.la.us/osp/lapac/pubmain.asp. Official responses will be e-mailed to the requesters.

Only Dr. Scott Norton has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Calendar of Events

The RFP schedule follows:

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	April 7, 2006
Deadline for receiving proposer inquiries	April 18, 2006
Issue responses to proposer inquiries	April 21, 2006
Proposal submission deadline	May 12, 2006
Proposal review completed	May 19, 2006
Contract approved by state board (anticipated)	June 15, 2006
Contract execution	July 14, 2006

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version in accordance with Section 4.1 of the RFP by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals that for any reason are not so delivered will not be considered for purposes of this RFP.

3.2 Minimum Qualifications of Proposers

Proposers of this RFP must meet the following minimum qualifications:

- The staff has educational background in measurement, assessment, and instruction with experience in item development, test construction, and instructional materials development.
- The staff has educational background in software and web system design and computer programs with experience in design and development of online software and systems.

- The staff has experience in the field of performance assessment services including itemspecific rubrics development and handscoring constructed-response questions.
- The proposers must have prior experience in working on projects similar in size, scope, technical requirements, and function to the proposed contract.

3.3 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 RFP Addenda

The State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.7 Withdrawal and Re-submission of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, but should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

3.9 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1–44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.12 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by the State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. Proposers should submit with their proposals any exceptions or exact contract deviations that their firms wish to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 14 days or if the selected Proposer fails to sign the final contract within 5 business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Proposals must be received on or before 2:00 p.m., Central Standard Time, on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Ms. Patti Wallace
Department of Education
Purchasing and Contracts
P O Box 94064
Baton Rouge, LA 70804-9064

Proposals may be delivered by hand or courier service to our physical location as follows:

Department of Education Purchasing and Contracts Claiborne Building — Suite 5-242 1201 North Third Street Baton Rouge, LA 70802

It is solely the responsibility of each proposer to assure that the proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received in a timely manner, will not be considered.

4.2 Copies of Proposal

The State requests that seven copies of the proposal be submitted to the Purchasing and Contracts Office at the address specified. At least one copy of the proposal should contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

4.3 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 Proposal Format

Proposer should submit a proposal as specified in Attachment II, which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described in Attachment I. Proposer should respond to all areas requested.

4.5 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State.

5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 Evaluation and Review

The purpose of the RFP process is to secure the contractor most capable of providing the services specified in this document. Selection of the contractor will be made solely on the basis of the most responsive proposal submitted by a qualified proposer, which satisfies all services and products described in this RFP. The State reserves the right to award a contract based upon initial offers received.

Proposals submitted should follow the format in Attachment II. As part of the evaluation process, the proposers may be requested to come to Baton Rouge to clarify their proposals, document corporate capability, management support, and/or explain their technical proposals. The following areas of consideration will be used as evaluative criteria in the competitive award of this contract.

A. Corporate Qualifications and Management Support

This refers to the capability of the organization to perform the work requested in the RFP. Consideration will be given as to whether the organization has sufficient resources to work within the time constraints while maintaining desired performance levels. In addition, consideration will be given to the competence of professional personnel who will be assigned to the job by the proposer.

Qualifications of professional personnel will be judged on the basis of experience and education with particular reference to prior experience on projects of a similar nature. Resumes of professional personnel assigned to the project are to be included in the proposal. The proposal should explain the administrative commitment to the Louisiana project in terms of approximate man-hours for each person assigned to the project through each phase of the contract. A chart with each name, number of hours per contract year, position title, and main job responsibilities should be included in the proposal.

B. Experience

The proposer must demonstrate previous successful experience with at least one similar web-based program. Letters of reference from these clients are required. Names and telephone numbers of contact persons to substantiate proposer's successful completion of similar programs must be included in the proposal. Any flowcharts, diagrams, screenshots, or demo software (saved in a CD-ROM or through a web site) that reflect the quality offered by the proposer should be included in an appendix to the technical report.

Additionally, the proposer is required to submit the information about all current and pending contracts, a schedule of due dates of critical activities related to each contractual agreement, and the names and work-hours of key staff members assigned to pending contracts.

C. Compliance with the Technical Requirements of the RFP

The proposer shall develop a plan that provides all of the services requested within the timeline of the RFP. A proposal consisting of repetition of the RFP will not be a satisfactory indicator of the contractor's grasp of the complexity of the project. Each proposal will be evaluated on (1) the proposer's understanding of the nature and scope of the work involved; and (2) the proposer's procedures, with an emphasis on the techniques proposed for executing each task, the sequencing of tasks, and the methods used for quality control. The proposal should reflect compliance with all activities and procedures requested in the RFP.

D. Cost

The proposer will submit an itemized cost proposal for each year by completing the cost sheets. The total proposed cost will be evaluated for the purpose of selecting the successful proposer. The cost information submitted with each proposal will be evaluated with a standard formula that assigns 25 points to the proposer submitting the lowest six-year cost. The other proposers will be awarded points based on the percentage that their proposal exceeds the lowest submission for that portion of the proposal. Payments will be made in accordance with the cost information provided.

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Guidelines and Step-by-Step Procedures for Issuing Requests for Proposals Under Revised Statutes, Title 39, Chapter 16, Personal, Professional and Consulting Services require that the contract award be based on a set of weighted criteria. The criteria will be weighted as follows for the evaluation process:

A. Corporate Qualifications and Management Support	15%
B. Experience	15%
C. Technical Requirements	45%
D. Cost	25%

The proposer receiving the highest total score (sum of percentages for A, B, C, and D) will be recommended for contract award.

The cost information submitted with each proposal will be evaluated with a standard formula: CS=(LPC / PC *25) where CS = Computed Score for Proposer, LPC = Lowest Proposal Cost of all proposals, and PC= Proposed Cost of five years for all projects. Payments will be made in accordance with the cost information provided.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for the final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Billing and Payment

The payment schedule for each year shall be bimonthly, based upon a payment schedule submitted by the contractor and approved by the State. Payment shall be made upon receipt of invoices and approval of the State Coordinator. This payment schedule will be adhered to for each successive year of the project, subject to the legislative funding contingency as noted elsewhere in this contract.

6.3 Liquated Damages

Timely delivery is imperative, and, as a result, the contractor shall be required to enter into the following agreement for the completion of the critical activities identified below.

For failure to deliver test items and post diagnostic tests or end-of-course tests in contract years one through six of the contract according to the deliverable schedule in Attachment I, \$2,000/day for the first five days and \$4,000/day for each day thereafter shall be assessed as liquidated damages for the delay of each set of item pools or diagnostic test. At the sole option of the State, these liquidated damages shall be deducted from money due the contractor as compensation under this agreement. This shall be in addition to any other remedies the State has by law. The dates shown in Attachment I may be adjusted at the mutual consent of the State and the contractor.

Should the contractor see that they will not be able to meet a delivery date, the contractor may request an extension in writing. This request may or may not be granted at the discretion of the

State. If written approval is granted by the State, liquidated damages will not be assessed for the duration of the extension.

The key personnel required for each project are indicated in Attachment I. No key personnel shall be removed or reassigned from duties under the State contract by the contractor without the prior written approval of the State Project Coordinator. In the event that the contractor removes or reassigns any Key Personnel from duties under the State contracts without the prior written approval of the State Project Coordinator, then the LDE shall have the right, in its sole discretion, to assess a liquidated damage of \$5,000 to be set off and deducted from the LDE's next scheduled payment to the contractor. This liquidated damage is in addition to any other rights or claims that the State may assert for such breach. The LDE shall have the right to assess this liquidated damage each time the contractor fails to obtain the required approval.

Further, in the event that any key personnel become unavailable to provide services under the state contract due to resignation, illness, or other factors outside of the contractor's reasonable control, then the contractor shall be responsible for proposing an equally qualified replacement acceptable to the State Project Coordinator in time to avoid delays to the work plan. The contractor shall give the State Project Coordinator prior written notice of the individual or individuals proposed to replace designated key personnel and shall obtain the State Project Coordinator's prior written approval, which approval shall not be unreasonably withheld. Failure to notify the State Project Coordinator and obtain the State Project Coordinator's prior written approval of replacement personnel shall give the LDE, in its sole discretion, the right to assess a liquidated damage of \$5,000 to be set off and deducted from the LDE's next scheduled payment to the contractor. This liquidated damage is in addition to any other rights or claims that the state may assert for such breach. The LDE shall have the right to assess this liquidated damage each time the contractor fails to obtain the required approval.

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

Attachment 1 presents information about the web-based diagnostic test system that the State plans to implement in the next six years. Proposers shall propose the plans including detailed procedures, timelines, personnel, and cost for each of the activities. Any flowcharts, diagrams, screenshots, or demo software that can help the LDE understand the material quality, technical processes, and quality control procedures are encouraged to be included in the proposal.

1.1 Overview

The web-based diagnostic test project described in this RFP is part of a continuing effort to provide Louisiana public school students an opportunity to solve questions that measure concepts and skills stated in the state content standards and Grade-Level Expectations (GLEs). The system will contain an item pool and allow teachers at grades 1–12 to create GLE-based assessments that assess how students are learning, and then use this information to make beneficial changes in instruction. The assessments can be used to identify student ability before instruction is provided, to develop or modify lesson plans that accommodate student needs, and to evaluate student competency after instruction is provided. Diagnostic feedback will be provided to teachers and students based on student performance on the tests assigned by teachers.

The LDE will require the successful proposer to develop multiple-choice, short constructed-response, and extended constructed-response items, along with item-specific scoring rubrics. These items will have similar quality to those on the state standards-based tests for English language arts, mathematics, science, and social studies and will be aligned with the state content standards and Grade-Level Expectations. The items will also meet the content, bias, and technical specifications required by the LDE. For multiple-choice items and some short-answer items, the computer program will score students' responses and provide scores to teachers and students. For short and extended constructed-response items, teachers will score students' responses according to the scoring rubrics. Professional development on how to use the system appropriately will be conducted across the state.

The vendor shall develop an online system that allows teachers to (1) identify GLEs that will be taught within a certain period of time, (2) select questions that assess the identified GLEs, (3) construct a classroom assessment, (4) assign students to take the assessment, (5) receive assessment reports at the student and class levels, and (6) track student performance through the academic year. In addition, the system will identify a student's weak and strong areas based on his or her test performance and provide recommendations to teachers. This information will assist teachers in understanding student abilities and designing instruction that meets student needs. The system will allow students to take the test assigned by their teacher and view the test performance reports.

The first year of the contract (2006–2007) will focus on system design and development. The vendor will pilot test the system with grade 4 English language arts and mathematics items. Items at grades 1–12 in four major content areas will be phased in periodically through the remaining years (2007–2012) of the contract. The contractor will be responsible for (1) item, passage, and packet development, (2) design, development, and maintenance of the system, (3) development and production of training materials and informational brochures, and (4) implementation of a training workshop across the state.

Quality control procedures are required to be exercised throughout all activities to ensure the system presents accurate information and operates properly. At the end of each contract year, the contractor will prepare a final project report that summarizes the year's activities, identifies any problems, and suggests modifications for future years.

Table 1 shows the development plan for the diagnostic test.

Table 1
Development and Implementation Plan

		Grade									
_	1	2	3	4	5	6	7	8	9	10	11-12
Year 1				E/M							
Year 2								E/M	E/M	E/M	E/M
Year 3			E/M		E/M	E/M	E/M				
Year 4										ence, Phy ent Scier y, Free E	ysics, nce, World Enterprise,
Year 5	E/M	E/M		S/SS				S/SS	_		
Year 6			S/SS		S/SS	S/SS	S/SS				

E=English Language Arts; M=Math; S=Science; SS=Social Studies

1.2 Tasks and Services

Major tasks and services for this project include:

- Item Development—The contractor shall develop items for English language arts, mathematics, science, and social studies at grades 1–12 that are aligned with the Louisiana GLEs. All items should meet the content and technical requirements. Scoring rubrics shall be developed for the open-ended items.
- Selection of Item Writers—The contractor shall select item writers based on the LDE requirements.
- Item Review—The contractor shall conduct a review of test items and their scoring rubrics with the Louisiana Item Review Committees.
- Data Files—The contractor shall provide the LDE with data files including item level statistics. The data elements and file layout should follow the LDE requirements.

- Item Bank—The contractor shall provide two hard copies of the item banks by content area and by grade level as well as the item-level data file. The LDE will provide the contractor with guidelines for the desired format of the banks and the file.
- System Development and Maintenance—The contractor shall design, develop, and maintain all features and functions of the diagnostic test system as specified in the RFP. The contractor should ensure that the system runs smoothly and quickly with no content, programmatic, or technical errors.
- User Guide and System Manual—The contractor shall develop a user guide and a system manual.
- Support Services—The contractor shall train teachers in a series of six statewide workshops to use the diagnostic test system and to learn how to score constructedresponse items. In addition, the contractor should design and produce pamphlets for teachers as well as develop a tutorial that teaches the handscoring process. A toll-free number should be provided to a HelpDesk, in addition to an e-mail address.
- Quality Assurance—The contractor should provide a Quality Control Manual to describe the procedures used to assess the quality of all phases of the project.

1.3 Deliverables

Table 2 lists the deliverables and time lines for Contract Year 1 and Contract Year 2. The schedule and major deliverables for Contract Years 3–6 will be similar to Contract Year 2. Prior to the initial stage of development, the LDE and the contractor will meet face-to-face to discuss the schedule for the upcoming year, as well as the details of major tasks. The proposer shall prepare a detailed time/task chart for the entire life of the contract.

Table 2
Schedule of Major Deliverables

Year	Date	Activity	Grade	Subject				
Contra	Contract Year One							
	July	Kickoff Meeting						
	July	Item Development Meeting (ELA and Math)						
	August 20	Submit a detailed item development plan to LDE						
	August 30	Submit a detailed system development plan to LDE						
	Sept. 10	Submit 20% of math items to LDE	4	Math				
2006	Sept. 20	Conduct passages/packets review meeting	4	ELA				
2000	Oct. 20	Submit 20% of ELA items to LDE	4	ELA				
	Oct. 30	Submit the remaining math items to LDE	4	Math				
	November	Planning Meeting						
	Dec. 1	Complete login, menu, and query functions						
	Dec. 15	Submit draft pamphlet design to LDE						
	Dec. 20	Submit the remaining ELA items to LDE	4	ELA				
2007	January 5	Submit first version of Handscoring tutorial software						
2007		for LDE review						
	January 10	Conduct item review meeting						
	January 15	Conduct face-to-face review meeting						
	January 30	Finalize the pamphlet design						
	Feb. 10	Submit complete item banks to LDE	4	E/Math				
	Feb. 20	Load 50% of math items to the system	4	Math				

	March	Planning Meeting		
	March 10	Load 50% of ELA items to the system	4	ELA
	March 10	Finalize handscoring tutorial software		
	March 20	Load the remaining math items to the system	4	Math
	March 30	Load the remaining ELA items to the system	4	ELA
	April 10	Print pamphlets		
	April 15	Try out all functions and items on the test site		
	April 15	Complete user guide		
	May 1	Deliver pamphlets to districts		
	May 10	Complete the system and move to live site		
	May 30	Submit a detailed support services plan to LDE		
	June 25	Complete system manual		
Contra	ct Year Two			
	July	Planning Meeting		
	July	Item Development Meeting (ELA and Math)		
	August 20	Submit a detailed item development plan to LDE		
	August	Conduct training workshops		
2007	Sept. 10	Submit 20% of math items to LDE	8–12	Math
2007	Sept. 20	Conduct passages/packets review meeting	8–12	ELA
	Oct. 20	Submit 20% of ELA items to LDE	8–12	ELA
	Oct. 30	Submit the remaining math items to LDE	8–12	Math
	November	Planning Meeting		
	Dec. 20	Submit the remaining ELA items to LDE	8–12	ELA
	January 10	Conduct item review meeting		
	January 15	Conduct face-to-face review meeting		
	Feb. 10	Submit complete item banks to LDE	8–12	E/Math
	Feb. 20	Load 50% of math items to the system	8–12	Math
2008	March	Planning Meeting		
2006	March 10	Load 50% of ELA items to the system	8–12	ELA
	March 20	Load the remaining math items to the system	8–12	Math
	March 30	Load the remaining ELA items to the system	8–12	ELA
	April 15	Try out all functions and items on the test site		
	May 10	Complete the system and move to live site		

^{*} Item development meeting will be held in Louisiana right after the planning meeting.

Table 3 indicates the liquidated damages for delay. For failure to meet the delivery schedule shown in Table 3, the sums as shown below shall be assessed as liquidated damages for such delay, and not as a penalty. The dates shown below may be adjusted at the mutual consent of the LDE and the vendor. For Contract Years 2–6, the liquidated damages for delay shall include the same activities and deliverables. The specific schedules will be agreed on at the annual kickoff meeting.

Table 3
Liquidated Damages for Delay
2006–2007

Activity or Deliverable	Date	Liquidated Damages (per day)
100% math items delivered to LDE	February 10, 2007	\$2,000/day for the first five days, \$4,000/day for each day thereafter
100% ELA items delivered to LDE	February 10, 2007	\$2,000/day for the first five days, \$4,000/day for each day thereafter
Try out all functions and items on the test site	April 15, 2007	\$2,000/day for the first five days, \$4,000/day for each day thereafter
Complete the system and move to the live site	May 10, 2007	\$2,000/day for the first five days, \$4,000/day for each day thereafter

1.4 Functional and Technical Requirements

A. Test Item Development

The contractor is required to develop test items that align with the Louisiana Grade-Level Expectations (GLEs). Approximately five items will measure one GLE. Some GLEs may need more items than others depending on the complexity of skills included in each GLE. The LDE expects to receive high quality items with minimal need for revision, reserves the right to reject poor items and scoring rubrics as well as items with poor alignment with GLEs, and requires that items be rewritten if necessary. The contractor is responsible for ensuring that items are carefully written, edited, and proofed before being submitted to LDE for review. The LDE does not plan to field test the items. The contractor is required to provide a chart indicating the number of items to be developed by GLE/content standard, subject, and grade. This chart should be approved by the LDE. As items are being developed, the LDE content specialists will provide the contractor with input regarding the match between test items and GLEs.

Test Items. The contractor shall develop high-quality items that are directly aligned with GLEs. All items should be equitable (by race, ethnicity, gender, and all other applicable criteria), free from bias to the extent possible, and cover a wide range of difficulty levels. The items shall be free from any copyright issues.

Item Format. The diagnostic test will present students with multiple-choice, short-answer, and extended constructed-response items, as well as writing topics or prompts for English language arts. Multiple-choice items will have four distractors and be scored as right or wrong. Short-answer items will be scored according to scoring rubrics with a 0–1 or 0–2 point scale. The responses may include a numeric answer, a one- or two-word answer, a short phrase, or a short paragraph. Extended constructed-response items require a multiple-string answer (e.g., a paragraph), a numeric-plus-string answer (e.g., numerical answer plus explanation on how to arrive at the answer), a written composition, or other types of constructed response (e.g., draw a graph or geometrical pattern). Written compositions will require students to produce a composition in response to a writing prompt or topic. The mode of writing may include descriptive, narrative, expository, or persuasive. The student's response on the short-answer or constructed-response items, and written compositions will be scored by teachers according to the scoring rubrics created for each item. Some short-answer items will be scored by the

system. The contractor shall provide downloadable files of item-specific scoring rubrics for teacher use.

Passages and Information Resources. All passages, stimuli, and resources developed for this project will become the property of the LDE to avoid web copyright issues. Reading passages and informational passages should meet Louisiana passage specifications and industry standards for quality and appropriateness. Passages will represent a variety of genres, including short fiction, poetry, long fiction, manual text, and informational text. An overage of passages should be supplied to allow for attrition. Stimulus passages for the proofreading items will be drafts of reports accompanied by revision/editing items. Resources developed or selected for the Using Information Resources items will be a combination of materials commonly used by students in performing research for personal and academic projects (e.g., tables of contents, indexes, appendices, glossaries, advertisements, charts, graphs, maps, tables, articles, web pages, etc.). There should be from four to six resources developed for a set of items. The passages that require graphics and all other graphics will be formatted using either Adobe InDesign, Photoshop, or Fireworks, and the original files will be supplied to the LDE, in addition to the Word documents with the graphics embedded.

Ancillary Test Materials. The contractor shall provide all materials (e.g., mathematics reference sheet, paper rulers, science manipulatives, writer's checklist) needed to answer the questions and post these materials on the diagnostic test web site.

Copyright/Proprietary Materials. The contractor shall provide reference sources for content passages that state the author, title of work, publisher, and year and for providing documentation of permission to use any material if the use of which is restricted by copyright. The LDE prefers not to use any materials that need copyright permission since the use of materials is expected to be in classroom assessments, newsletters, brochures, and the LDE web site. All materials developed for this project shall become the property of the State of Louisiana. These materials shall not appear in other instruments or publications used in or out of the State of Louisiana without prior written approval of the LDE. These assurances should be stated in the proposal submitted for this RFP.

Item Development. The LDE requires the proposer to outline a detailed plan for item development in the technical proposal. The item development plan should include (a) criteria that will be used to judge content validity and the technical quality of test items, (b) criteria that will be used to develop test items across a wide range of difficulty levels, (c) criteria that will be used to judge the item quality, and (d) procedures to be used by the contractor for ensuring the application of the criteria mentioned in *a*, *b*, and *c* throughout the item development process.

Table 4 presents the number of test items required for each content area in each year. It is expected that some of the items will be lost in the process of the item reviews (one content review and one face-to-face review) that occur before loading items to the online system. Therefore, the number of items needed for the system refers to the number of items remaining after all item reviews have occurred. The contractor should submit 20% more items than the number stated in Table 4. For example, if the system needs a total of 220 grade 4 mathematics items, approximately 265 items should be submitted for item review.

Table 4
Number of Test Items Needed for the System

Contract Year One (July 2006–June 2007)						
Content Area	Item Format	Number of Items				
Content Area		Grade 4				
	Multiple-Choice Items	180				
English Lang. Arts	Short-Answer Items	30				
Linglish Lang. Arts	Essay	0				
	Writing Topics/Prompts	6				
	Multiple-Choice Items	190				
Mathematics	Short-Answer Items	24				
	Constructed-Response Items	9				

Contract Year Two (July 2007–June 2008)						
Content Area	Item Format	Number of Items				
Content Area		Gr. 8	Gr. 9	Gr. 10	Gr. 11-12	
	Multiple-Choice Items	140	130	150	120	
English Lang. Arts	Short-Answer Items	30	30	30	30	
Linglish Lang. Arts	Essay	5	5	5	5	
	Writing Topics/Prompts	6	6	6	6	
	Multiple-Choice Items	210	170	170	120	
Mathematics	Short-Answer Items	24	24	24	24	
	Constructed-Response Items	6	6	6	6	

Contract Year Three (July 2008–June 2009)						
Content Area	Item Format	Number of Items				
Content Area		Gr. 3	Gr. 5	Gr. 6	Gr. 7	
	Multiple-Choice Items	190	150	150	140	
English Lang. Arts	Short-Answer Items	30	30	30	30	
Linguisti Lang. Arts	Essay	0	4	4	4	
	Writing Topics/Prompts	6	6	6	6	
	Multiple-Choice Items	210	140	160	180	
Mathematics	Short-Answer Items	30	24	24	24	
	Constructed-Response Items	0	6	6	6	

Contract Year Four (July 2009–June 2010)						
Content Area	Item Format	Number of Items High School				
	Multiple-Choice Items	70				
Science Inquiry	Short-Answer Items	24				
	Essay	6				
	Multiple-Choice Items	220				
Physical Science	Short-Answer Items	24				
	Essay	6				
Biology	Multiple-Choice Items	180				
	Short-Answer Items	24				

	Constructed-Response Items	6
	Multiple-Choice Items	120
Earth Science	Short-Answer Items	24
	Constructed-Response Items	6
	Multiple-Choice Items	150
Physics	Short-Answer Items	24
	Constructed-Response Items	6
Environment	Multiple-Choice Items	110
Science	Short-Answer Items	24
Ocience	Constructed-Response Items	6
	Multiple-Choice Items	230
World Geography	Short-Answer Items	24
	Constructed-Response Items	6
	Multiple-Choice Items	300
Free Enterprise	Short-Answer Items	24
	Constructed-Response Items	6
	Multiple-Choice Items	270
Civics	Short-Answer Items	24
	Constructed-Response Items	6
	Multiple-Choice Items	260
U.S. History	Short-Answer Items	24
	Constructed-Response Items	6
	Multiple-Choice Items	230
World History	Short-Answer Items	24
	Constructed-Response Items	6

Contract Year Five (July 2010–June 2011)						
Content Area	Item Format	Number of Items				
Content Area	item Format	Gr. 1	Gr. 2	Gr. 4	Gr. 8	
English Lang. Arts	Multiple-Choice Items	220	150			
English Lang. Arts	Short-Answer Items	30	30			
Mathematics	Multiple-Choice Items	190	130			
Mathematics	Short-Answer Items	30	30			
	Multiple-Choice Items			330	430	
Science	Short-Answer Items			24	24	
	Constructed-Response Items			6	6	
	Multiple-Choice Items			310	370	
Social Studies	Short-Answer Items			24	24	
	Constructed-Response Items			6	6	

Contract Year Six (July 2011–June 2012)						
Content Area	Item Format	Number of Items				
Content Area	item Format	Gr. 3	Gr. 5	Gr. 6	Gr. 7	
	Multiple-Choice Items	280	230	210	185	
Science	Short-Answer Items	24	24	24	24	
	Constructed-Response Items	6	6	6	6	
	Multiple-Choice Items	270	150	230	380	
Social Studies	Short-Answer Items	24	24	24	24	
	Constructed-Response Items	6	6	6	6	

Item Writers. The proposer should submit a plan indicating criteria and procedures to be used for selecting and training item writers for each content area and grade. Before the initial stage of item development, the contractor shall provide the LDE with names and one-page resumes for all item writers. The LDE requests that the item writers hold a Bachelor's Degree and have expertise in the content area for which they are writing test items. The LDE reserves the right to reject the contractor's selection of an item writer, in which case the contractor will provide an acceptable replacement. Each year prior to item development, the LDE and the contractor will meet face-to-face to discuss the schedule for the upcoming year, as well as the details of the item development process.

Item Analysis. The contractor shall be responsible for item analyses once any item has approximately 2000 responses. The contractor should provide item response theory-based and classical statistics for all test items. The contractor should provide, at a minimum: (a) difficulty estimates, p-values, and point biserials for every item and (b) IRT item estimate parameters. Proposers are encouraged to propose additional analyses, based on their experience and emerging statistical theory. The LDE reserves the right to change any items with poor data in the system. For example, if an item shows its p-value below 0.2, this item should be revised or replaced with a new item that measures the same GLE.

Data Reporting. The contractor shall be responsible for providing a hard copy and an electronic copy of the data analyses to the LDE. The data files should include item demographic information and item statistics. The electronic file format and data layout will be specified by the LDE. The data file and layout should be saved to CD-ROM (two copies) and sent to the LDE.

Item Bank. The LDE requires that the contractor provide two hard copies of the item banks by content area and by grade level as well as item-level data at the end of each contract year. The LDE will provide the contractor with guidelines for the desired format of the banks. The contractor shall also provide an electronic file including all items used in the system.

Scoring Rubrics. The contractor is required to develop scoring rubrics for short-answer items, extended constructed-response items, and writing prompts/topics. Short-answer items will be scored using a 0–1 or 0–2 point scale; extended-response items will be scored using a 0–3 or 0–4 point scale. Scoring rubrics should be written clearly and provide teachers guidance on how to score the open-ended items. The proposer should present a detailed plan for development of scoring rubrics.

B. Item Review and Revision Process

Item Review. One item review will occur. By the designated schedule, the contractor will deliver 100 percent of the items and scoring rubrics for constructed-response items for the content review meeting. The contractor will be required to submit the first 20% of the items to the LDE during the development period prior to the item review meeting. This will allow LDE assessment coordinators the opportunity to review the items and provide feedback to the writers. Along with each item, the statement of the GLE and content standard should be printed on the same page. In addition, the contractor should provide a chart that illustrates how the delivered items are mapped to the GLEs by content area and by grade level. The contractor is expected to deliver complete item sets to the LDE a week prior to each item review meeting.

The proposal should outline a plan for a review of test items and their scoring rubrics by the Louisiana Item Review Committees. The plan will include content reviews of **all** items with particular emphasis on the congruency of items with readability requirements, technical quality, GLE match, and continuity and articulation of skills across the assessed grade levels. Procedures and materials for orienting reviewers must be described. A total of four Item Review Committees (i.e., one committee each for English language arts, mathematics, science, and social studies) will be established to ensure that the test items accurately reflect item specifications. Each committee includes approximately 5–8 members per content area. The contractor shall provide qualified item writers to facilitate the content review for each content area.

Item Review Meetings. The contractor shall be responsible for coordinating and conducting the Item Review Committee meetings in Louisiana. There will be one additional meeting of the English Content Review Committee for the purpose of reviewing reading passages, which takes place prior to initial item development. Table 5 provides information about the number of meetings, expected length, and approximate number of participants. Plans that include activities, time lines, and associated costs for conducting this meeting should be included in the proposal. These plans should include content reviews of all items with particular emphasis on the congruency of items with test specifications, readability requirements, technical quality, content match, and continuity and articulation of skills across the assessed grade levels. Procedures and materials for orienting reviewers must be described. A total of four Item Review Committees (i.e., one committee each for English language arts, mathematics, science, and social studies) will be established to ensure that the test items accurately reflect item specifications. The contractor shall provide qualified item writers to facilitate the grade-level content reviews for each content area. The contractor shall be responsible for preparing all meeting minutes and developing monthly reports for the LDE.

The contractor will be responsible for all costs and arrangements related to the review meetings. This includes arrangement for meeting spaces, refreshments, and meeting materials. The contractor will also assume the cost for the facility, refreshments, lunch, and materials, as well as travel reimbursements (hotel, mileage, meals) for participants. In addition, the contractor will provide daily substitute teacher reimbursement (\$70 per day average) and/or honoraria (\$100 per day) during summer break. The contractor will handle all the administrative tasks relative to the processing of the payments mentioned above.

Table 5
Item Review Meetings

	Ni. was la a w a f	Niveshau of Davis	Ni. mala an af				
Content Area	Number of	Number of Days	Number of				
Comon / woa	Meetings per Meeting		Participants				
	Year One (July 2006–June 2007)						
English Language Arts	2	Passage Review: 1	0				
	۷	Item Review: 2	8				
Mathematics	1	2	8				
	Year Two (July 20	07-June 2008)					
English Language Arts	0	Passage Review: 1	04 (0 = = = = = = = = = = = = = = = = = =				
	2	Item Review: 2	24 (6 per grade)				
Mathematics	1	2	24 (6 per grade)				
	Year Three (July 20	008-June 2009)					
English Language Arts	0	Passage Review: 1	04 (0				
	2	Item Review: 2	24 (6 per grade)				
Mathematics	1	2	24 (6 per grade)				
	Year Four (July 20	009-June 2010)					
Science	1	2	30 (5 per subject)				
Social Studies	1	2	25 (5 per subject)				
	Year Five (July 2010–June 2011)						
English Language Arts	2	Passage Review: 1	12 (6 per grado)				
	2	Item Review: 2	12 (6 per grade)				
Mathematics	1	2	12 (6 per grade)				
Science	1	2	12 (6 per grade)				
Social Studies	1	2	12 (6 per grade)				
Year Six (July 2011–June 2012)							
Science	1	2	24 (6 per grade)				
Social Studies	1	2	24 (6 per grade)				

Bias Review. The proposer should provide a plan for a bias review of test items and passages to ensure all items are free from sensitivity and bias. The LDE does not plan to conduct a bias review meeting.

Face-to-Face Review. The proposer should provide a plan for one face-to-face item review meeting with the LDE staff for each content area. The contractor is required to successfully conduct the face-to-face review meetings in Louisiana. The review will take two to three days to cover three to four grade levels, depending on the content area. One week prior to the face-to-face review, the contractor will provide the LDE a written report including revisions of the items as well as comments and suggestions on the content and editorial issues, based on the content and bias reviews.

C. Support Services

Training Workshop. The training for the diagnostic test system will inform and train participants about how to use the system, the scoring rubrics, and the scoring process used for the constructed-response items (including written compositions). The audience will be representatives from each school district. These one-day workshops will include training for

redelivery in the districts. Training materials should be submitted to the LDE to post on the Department web site.

This training will be provided to a total of approximately 600 people. Six days of workshops will be required. The training will start at 10:00 and end at 3:00, so hotel rooms will not be needed. The contractor will be responsible for all costs and arrangements related to the training workshop. This includes arrangement for meeting spaces, refreshments, and meeting materials. The contractor will also assume the cost for the facility, refreshments, lunch, and materials, as well as travel reimbursements (mileage, meals) for participants. In addition, the contractor will provide daily substitute teacher reimbursement (\$70 per day average). The contractor will handle all the administrative tasks relative to the processing of the payments mentioned above.

Table 6
Meeting Specifications

Purpose	Contract Year	Number of participants	Number of days	Meals	Reimbursements
The Diagnostic Test Training Workshop	Year 2–6	Total 600 (about 100 per workshop)	6 one- day sessions	Breakfast and lunch	Mileage and substitute pay at state rate

A Guide for Teachers. The contractor shall prepare a six-page pamphlet for teachers that includes basic information about the diagnostic test system and other web systems designed by the LDE. The guide for teachers should be attractive and of high quality. High quality paper and multiple colors should be used to enhance the design and attractiveness. The guide may include graphics, photos, diagrams, and text. A professional design should be submitted to the LDE for comments and approval. The contractor shall ensure that the proofs are free of typographical and format errors before they are submitted to the LDE. The contractor is to distribute these materials to each district. Enough copies of the materials will be provided to the schools from the district. Each teacher in Louisiana should receive one copy of the pamphlet. Approximately 40,000 copies should be produced in the contract year one and 10,000 copies for the remaining of the contract years.

Handscoring Tutorial Software. The contractor is required to design and develop a tutorial that helps teachers learn how to score open-ended items for each item type and content area. This tutorial should include, but not be limited to, sample open-ended items, scoring rubrics, and instructions on how to score open-ended items. Teacher interaction should be built into the tutorial. Once the tutorial is accomplished, the contractor should post it on the diagnostic test web site.

D. Basic Structure of the Diagnostic Test System

The main function of the diagnostic test system is to provide a GLE-specific database of items on the web that allows grades 1–12 teachers to create pre- or post-assessments that match their classroom instructional content during a certain period of time. The basic structure and sequence of the system shall be as follows.

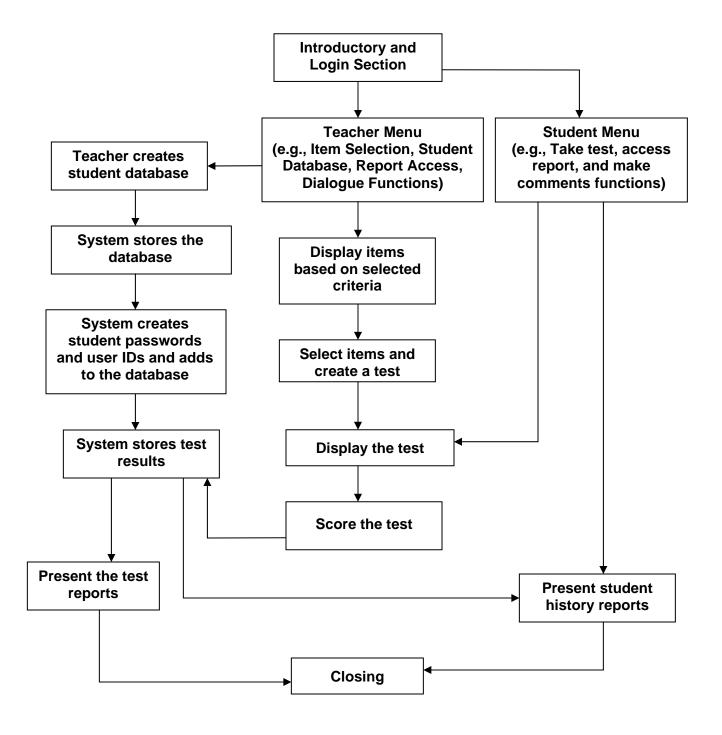
1. An introductory section will inform the teacher of the purpose and nature of the diagnostic test system. This section also will provide a login screen for teachers to enter

a user ID and password. Students will also be able to provide a user ID and password for accessing a test online that was developed by their teacher.

- 2. A menu will provide user control of the program. A pool of test questions will be displayed after a teacher selects predetermined criteria (e.g., content area, grade, GLE, content standard, and comprehensive curriculum unit). The teacher will then be allowed to select test questions that meet his or her needs. These questions will be formed into a test available for students to take online. A printed format should be an option for teachers.
- 3. The system should allow a teacher to create a student database with individual student information (e.g., name, state ID, gender, ethnicity). This database will be used to store student test results through the entire academic year.
- 4. If the questions are to be entirely multiple-choice and computer-scored short answer, then the teacher will be provided a web address, passwords, and user IDs for students to use when accessing the test online. The system should generate student passwords and user IDs and add the information to the database.
- 5. For the extended constructed-response and writing questions, the system will provide teachers item-specific scoring rubrics that may be printed. Teachers will print out the test for students to take and score student responses. The system also will provide easy access to a data-entry screen for teachers to input the hand-scored item results, which the system can incorporate with the computer-scored results and add to the student database.
- 6. The system will provide student-level and class summary reports with performance statistics by item and GLE and by computer-scored or teacher-scored item, or both. Teachers and students will be able to access the individual student reports.
- 7. The system will analyze student test results and provide instructional recommendations to teachers to meet student needs. In addition, the system will track student performance over a period of time and generate a student history report.

Figure 1 shows the general structure and flow of the system. Each box presents a major aspect under the designer's control, which influences the appearance and effectiveness of the system.

Figure 1
The General Structure and Flow of the Diagnostic Test System



Introductory and Login Section. This section will start with a title page that indicates in a general way what the system is about. The title page should be designed to catch the user's attention and to create a receptive attitude. After the title page, a login screen should be provided for Louisiana teachers and students to enter a user ID and password to access the site. The user's ID will control the information to which the user has access. If the user ID and associated password are valid, teachers will be directed to the teacher menu and students will be directed to the student menu. The directions in the introductory section should be clear, simple, and accessible. This section should appear clear and professional, with appropriate graphics.

Teacher Menu. A teacher menu should provide teacher control of the system. The control should include at least four functions: (1) select test items based on predetermined criteria (e.g., GLE, content standard, subject, grade, and comprehensive curriculum unit), (2) create a student database, (3) access student performance reports, and (4) create a dialogue with students (e.g., assign a test, assign homework, provide feedback on open-ended items). The program should permit the teacher to determine the number and types of items, the GLEs covered, whether the assessment is serving as a pre- or post-test, and whether it will be an online or printed test. In addition, teachers will be able to create a student database by entering individual student information (e.g., name, id, class) one-by-one or submitting an Excel file with student information. The control of forward progression, temporary termination, and selection of the content area, GLEs, and other criteria should be available on the menu. The menu should include directions that guide teachers through using the system and in instructing students to sign on to the system to take a test. The main functions of "next page," "menu," "back," "home," "help," etc., should be accessible from any point in the system.

Student Menu. A student menu provides student control of the program. The menu should provide at least three functions: (1) select the test assigned by a teacher, (2) access student performance reports, and (3) read teacher's comments or assignments and create a dialogue with teachers. The system should allow control of forward progression, temporary termination, and selection of the test. The LDE encourages the proposers to propose additional functions that are beneficial to students.

Item Selection. An ordered list of items will be determined based on the criteria selected by a teacher. The program will display the items based on organized queuing techniques. Queuing refers to the determination ahead of time of the order in which items will be presented. For example, if the "grade 4_math_Measurement" criterion is selected by a teacher, all measurement items at the 4th grade level from the entire item pool will be displayed. The teacher should be able to terminate the session temporarily at any time. A user-friendly procedure should always be available for the teacher to do this correctly in order to keep the query data.

Test Construction. The contractor should provide two ways of constructing a test. The first option is once a set of items is displayed on the screen based on the selected criteria, teachers can choose the items that meet their needs and construct a test. A general test form construction guide should be available for teacher reference. The second option is teachers select form-construction parameters (e.g., test length, item type) and request the system to generate a test that can be used in the classroom. The test should be presented professionally either on the screen or on paper.

Questions and Responses. The item pool in this system will include four types of questions: multiple-choice, short answer, extended constructed-response questions, and writing topics or prompts. Graphics may be used as the context of the question and as a hint or prompt. For the multiple-choice questions, students are required to click with a mouse to select the desired response. For a portion of the short-answer questions, the response may be entered into the computer. A response prompt should be displayed to indicate that the computer is waiting for a response and the student has to type the response in the right place. A word or short phrase may precede the prompt for clarification. The program will judge the response and provide the score. For extended constructed-response items and written compositions, enough space should be provided between items. Teachers will score the student's response based on the scoring rubrics and send the feedback and score back to the student. The scoring rubrics should be available online for teachers to use.

Reading Passages and Information Resources. For all passages, stimuli, and resources, students will be able to access, read online, and print all associated passages and resources for an item from a link available from each related item.

Judgment of Responses. For the multiple-choice and approximately 50% of the short-answer items, the computer program should be able to evaluate a response in order to store performance data and provide the test report. The response mode may be clicking with the mouse or pressing a key. A student's response is judged by comparing it to the answer stored in the program. Short-answer questions may allow a tolerance for small spelling errors, punctuation, capitalization, and extra words, depending on each item's requirements. The contractor should be creative to create short-answer items that allow students to drag graphics, boxes, or lines from one place to the other or click on one area to provide their responses.

Feedback or Remediation. The main function of diagnostic feedback is to inform the teacher of weak and strong areas based on a student's or a group of students' test performance. The performance data may derive from a single test or a series of tests over a period of time. Feedback should be positive, corrective, and constructive. Negative statements, sarcasm, and demeaning comments should be prevented. Feedback may take many forms, including text messages and graphic illustrations. All should be designed carefully and should present correct and clear information to teachers and students. The program should allow students multiple attempts for the test they performed incompetently the first time. The reporting data for each test may show the score for each attempt. The difference between these two scores can be counted as improvement due to instruction or remediation in classrooms.

Reports. Reports that can be printed or viewed online shall be developed for teachers and students. The system shall be designed to allow teachers to generate various reports to include the following criteria, among others. Students may request reports on their individual performance data.

- Content area
- Content standard
- Grade-Level Expectations
- Comprehensive curriculum
- Score type (e.g., total score, number correct, percent correct, detailed information on each question)
- By Item type (multiple-choice, short-answer, essay)
- By individual student
- By class

By demographic information (e.g., gender, ethnicity)

Reports should be designed to link to an Instructional Resources database. The contractor should develop, update, and maintain this database. For example, if the report shows student performance by content standard, each heading of the content standard is linked to lessons, activities, GLEs, and comprehensive curriculum designed for that standard. The contractor should maintain the accurate functionality of the instructional resources screen with its present links to Word documents and PDF files in the database as well as HTML pages to which it is presently linked and/or anchored. The contractor shall also replenish the database with lessons, activities, GLEs, and comprehensive curriculum as they are supplied by the LDE in the Word format. New additions to the database should be loaded to the test site for quality control by the LDE before going to production.

Reports should be a dynamic graphic (e.g., bar/line graphics) with data interpretations for each student's or a class' test history. When clicked on by the user, the report will popup showing the student performance throughout the testing history.

Closing. The system should be designed for a temporary termination in case the teacher or student must leave but intends to return later. The teacher's query data or student's performance data must be stored in the system to be retrieved when the user returns. A function of permanent ending should be provided when all required parts for one test unit have been completed. Ending a test does not mean that the student must leave the system. Rather, it means that the student has completed all the items in one unit and probably should go on to something new or return to the system later. When a test is about to end permanently, the program should provide summary statements about the student's performance on the test. Recommendations for further study or improvement can be one part of the summary. The system should also provide an option for the student to view a summary table showing his/her performance on all the completed tests. Similar information should also be available for the teacher. In addition, the system should provide an option for the teacher to view the content standards, GLEs, and comprehensive curriculum that he/she has covered since using the system. That means a teacher should be able to track the content that he/she has implemented in the classroom. A clear final message should be displayed to make it obvious to the student that a good "stopping point" has been reached.

Additional Functions for Teachers. In addition to the functions described above, the system should allow teachers to make decisions on who has access to a test, the passing score, the time limit for the test, and the order of presentation of the test items. If a teacher decides to set a time limit to a test, the system should record the starting time and may give periodic warnings as the limit approaches. The system should terminate the test when this limit is reached. The system should also allow teachers to try out the test in its entirely before students use it. Testing the test ensures that all aspects of the test are working properly. During the test, if a student is caught cheating, some mechanism should be incorporated to allow teachers to terminate the test without loss of information. The responses to questions that have been answered should be stored permanently. After the test, teachers should be able to access any comments a student makes about the test.

Additional Functions for Students. In addition to the functions described above, a student should be provided at least three types of information at the beginning of a test: (1) clear directions on how to use the computer and the testing system, (2) any restrictions affecting the administration of the test (e.g., how much time is allowed, when timing starts, and what resources, if any, are permitted), and (3) clear information concerning the test, including content

to be covered, how many questions are on the test, and the passing score, if applicable. This information should clear, concise, and organized for easy access.

When reading the instructions, students should have an opportunity to practice using the computer and the testing system. This practice should be self-paced, and the system should be easy to use. During the test, students should be able to access to the directions as many times as required, review unanswered questions as well as those marked for review, and the time remaining if a time limit is imposed. Students should be permitted to browse through all of the questions before answering them. If a student incorrectly enters an answer, he/she should be able to change the answer immediately. In addition, no questions should be graded until the student indicates that he/she has finished the test. Basically the system should provide students as much flexibility as possible while taking the test. The system should also allow students to make comments about the questions. These comments should be sent to the teacher responsible for the examination to be taken into consideration as the exam is graded.

Passwords and User IDs. The first screen displayed to the user after navigating from the department's web site is a Login/Password Screen. All information on the following pages is only accessible to authorized users, so the user is immediately prompted to enter a User ID and password to access the system beyond the Login/Password Screen. If the User ID and associated password are valid, the user is then presented with the next screen. Otherwise, a message is displayed, 'Invalid User Login', indicating that the user must re-attempt successful completion of the Login/Password Screen. The 'Reset' button clears the User ID and password text boxes for re-entry. The User ID for district level users is their numeric district code. The user ID for school level users is their numeric district/school code. Construction of the password is a combination of district or school code with the users' last name and the first two letters of the first name.

A 'Help' button appears on the Login/Password Screen for assistance with logging on to the system. When clicked, this button displays a Help page in a separate browser window containing general information on the user IDs and passwords for this system. If a password is misplaced or becomes public knowledge, new passwords are issued via e-mail, only to the District Test Coordinator or principal's e-mail address on file.

Data Storage. Data about the student's performance in the system should be stored when the student leaves the system permanently or the computer is turned off. The total number of items attempted, item responses, number of minutes in the system, and the total correct or percent correct by item type (computer or teacher-scored) and by GLE are the basic types of data that should be stored. Teachers should be able to access student scores at any time and to input scores on the constructed-response items. These scores can be combined with the computer-scored results or reported separately. If the computer system fails in the middle of the exam, the system should store those responses to questions that have been answered. Thus, when students restart the test, they will not have to start from the beginning of test. The contractor should ensure the system runs smoothly, including regular clean-up routines to manage file size.

The teacher's query criteria and student information should be also saved in the server. If a teacher or a student chooses a temporary termination, he/she should be able to retrieve the data when he/she comes back at a later time. In addition, data about the completion of tests should be stored and presented to the teacher the next time when he/she enrolls in the system. The program should also provide a summary of which content standards, GLEs, and comprehensive curriculum units the teacher has covered through the assessments.

Motivating the User. The developer should design a system that is interesting to the user. Any appropriate motivation techniques that have been used in computer-based educational software should be considered to apply to this project. For example, presentations may utilize text, graphics, color, or sound. Special visual techniques (e.g., animation and graphics) may increase a user's work intensity and attention to the material presented. The program can encourage the student to improve his or her previous performance on each use of the system. A good system of feedback must be developed that provides teachers useful information for modifying instruction. Students receive information not only on their performance on each item or each test unit, but also on their progress across time. The individual improvement data are expected to enhance the student's intrinsic learning motivation and use of this system.

System Speed. The proposal should specify a system that is sufficient to support all Louisiana teachers using the diagnostic test system. Though the system will be available 24 hours, system use will likely be at its highest during the work day. System speed should be reviewed continually and addressed promptly as any issues arise. Monthly system maintenance should be performed. Extensive table indexing should be utilized to facilitate increased system response times. User wait times should be minimal and driven by the Internet traffic and *not* due to web site processing.

Technical Aspects of the System. To ensure the diagnostic test system will run smoothly, the contractor shall properly maintain the system software, hardware, and bandwidth. The system software consists of all programs, scripts, HTML pages, and item and graphical images in regard to all system functions, including the logon functions, item display, test unit display, scored test display, and utilities that permit LDE access to internal data such as usage information, item performance, etc.

A minimum of two servers will be required to handle the volume of use for the diagnostic test. One server will be dedicated to controlling the database. Every process a teacher or a student performs will require a minimum of one database call and potentially multiple when a question is scored. A second server will be required to control the Internet traffic. This server will be constantly handling thousands of logins, logouts, data transfers, etc. The proposers should provide detailed description about hardware aspects (including number of bandwidths) for this system to ensure the capacity is enough to handle high usage during school days.

E. Cost Option: End-of-Course Tests

As a cost option, the contractor shall be responsible for developing end-of-course tests for the following courses:

English Language Arts

- English I (ninth grade)
- English II (tenth grade)

Mathematics

- Algebra I
- Geometry

Social Studies

American History

- Free Enterprise
- Civics

Science

Biology

The end-of-course tests should measure knowledge, concepts, and skills specified in Grade-Level Expectations for that course. The LDE plans to invite Louisiana teachers to develop test blueprints and assessment guides for teachers, write and review test items, and set performance standards. The contractor should facilitate all meetings, prepare materials for each meeting, construct field test and operational test forms based on blueprints, and facilitate the standard setting meeting. There will be two administrations of the end-of-course tests each school year, beginning with the fall of 2007. The tests will be administered at the end of the fall and spring semesters. These tests will be developed to ensure consistency in certain high school courses across schools and districts. At any given administration, all students will take the same form of the tests. All requirements (e.g., item quality, web system functions, quality control) stated in Section 1.4 for the diagnostic test should be applied to the end-of-course tests.

The contractor is responsible for developing and producing all test materials (e.g., test blueprints, test forms, manipulatives). For each test, three forms shall be developed (two used in any given year). In each of the contract years 3–6, test forms for two content areas should be developed. The LDE has not decided which tests will be developed first but will inform the contractor in the planning meeting. Students should be able to take the test online or to be administered by teachers in a hardcopy format. Operational test forms should meet the standard form construction, measurement, and psychometrics requirements. A detailed defensive plan should be included in the proposal.

Table 7 lists the deliverables and time lines for Contract Years 1–3. The schedule and major deliverables for Contract Years 4–6 will be similar to Contract Years 3. Prior to the initial stage of development, the LDE and the contractor will meet face-to-face to discuss the schedule for the upcoming year, as well as the details of major tasks. The proposer shall prepare a detailed time/task chart for the entire life of the contract. Major tasks and services listed in Section 1.2 should be applied to the end-of-course tests project.

Table 7 Schedule of Major Deliverables

Year	Date	Activity	Subject
Contra	ct Year One		
	July	Kickoff Meeting	
	August	Test Blueprint and Assessment Guides Meeting (Committee Meeting #1)	
	Sept. 20	Submit test blueprints and assessment guides to LDE (first draft)	Algebra, Geometry, English I and II
	October 5	Test Blueprint and Assessment Guides Meeting (Committee Meeting #2)	
	October 20	Submit test blueprints and assessment guides to LDE (second draft)	
	Nov. 10	Submit test blueprints and assessment guides to LDE (final documents)	
	October 1	Submit a detailed item development plan to LDE	
	October 20	Item Development Committee Meeting #1	
	Nov. 20	Item Development Committee Meeting #2	Algebra
2000	November	Planning Meeting	Algebra
2006	December	Item Development Committee Meeting #3	
2007	Dec. 30	Submit item banks to LDE	
2007	January	Construct field test forms	
	Feb. 20	Finalize field test forms	Aigebia
	Feb. 25	Produce field test forms in the PDF format	
	March	Planning Meeting	
	August 30	Submit a detailed system development plan to LDE	
	Feb. 20	Load field test forms to the system	Algebra
	April 10	Complete all functions of the online system	
	April 10	Complete user guide	
	April 15	Try out the online system on the test site	Algebra
	May 10	Online system is ready for students taking test	Algebra
	May 10	Release student reports online (Phase I)	
		* only raw score information	
	June	Standard Setting Meeting	Algebra
	June	Construct three operational test forms	Algebra
	June 30	Complete system manual	

Year	Date	Activity	Subject	
Contra	act Year Two			
	July	Kickoff Meeting		
	September	Test Blueprint and Assessment Guides Meeting (Committee Meeting #1)		
	Oct. 20	Submit test blueprints and assessment guides to LDE (first draft)	- American History,	
	November	Test Blueprint and Assessment Guides Meeting (Committee Meeting #2)	Free Enterprise, Civics, Biology	
	Dec. 20	Submit test blueprints and assessment guides to LDE (second draft)	Olvics, Biology	
	January 10	Submit test blueprints and assessment guides to LDE (final documents)		
	August 20	Submit a detailed item development plan to LDE		
	Sept. 20	Item Development Committee Meeting #1		
	Nov. 20	Item Development Committee Meeting #2		
2007	November	Planning Meeting		
2007	December	Item Development Committee Meeting #3	English I	
2008	Dec. 30	Submit item banks to LDE		
2000	January	Construct field test forms		
	Feb. 20	Finalize field test forms		
	Feb. 25	Produce field test forms in the PDF format		
	March	Planning Meeting		
	Dec. 10	Online tests for students	Algebra	
	Feb. 20	Load field test forms to the system	English I	
	April 15	Try out the online system on the test site	English I	
	May 10	Online system is ready for students taking test	Algebra, English I	
	May 10	Release student reports online		
		* achievement level results for Algebra and raw		
		score information for English I, II		
	June	Standard Setting Meeting	English I	
	June	Construct three operational test forms	English I	
		Release student reports online (Phase II) * include achievement level information	English I	

Year	Date	Activity	Subject	
Contra	Contract Year Three			
	August 20	Submit a detailed item development plan to LDE		
	Sept. 20	Item Development Committee Meeting #1		
	Nov. 20	Item Development Committee Meeting #2		
	November	Planning Meeting		
	December	Item Development Committee Meeting #3	Geometry, Biology	
	Dec. 30	Submit item banks to LDE		
	January	Construct field test forms		
	Feb. 20	Finalize field test forms		
2008	Produce field test forms in the PDF format			
I	March	Planning Meeting		
2009	Dec. 10	Online tests for students	Algebra, English I	
	Feb. 20	Load field test forms to the system	Geometry, Biology	
April 15 Try out the online s		Try out the online system on the test site	Geometry, biology	
	May 10	Online system is ready for students taking test	Algebra, English I,	
			Geometry, Biology	
	May 10	Release student reports online (Phase I)	All Tests	
	June	Standard Setting Meeting	Geometry, Biology	
	June	Construct three operational test forms		
	June 30	Release student reports online (Phase II)	Geometry, Biology	

Table 8 indicates the liquidated damages for delay. For failure to meet the delivery schedule shown in Table 8, the sums as shown below shall be assessed as liquidated damages for such delay, and not as a penalty. The dates shown below may be adjusted at the mutual consent of the LDE and the vendor. For Contract Years 2–6, the liquidated damages for delay shall include the same activities and deliverables. The specific schedules will be agreed on at the annual kickoff meeting.

Table 8
Liquidated Damages for Delay
2006–2007

Activity or Deliverable	Date	Liquidated Damages (per day)
Final test blueprint and assessment guides delivered to LDE	November 10, 2006	\$2,000/day for the first five days, \$4,000/day for each day thereafter
Item banks delivered to LDE	December 30, 2006	\$2,000/day for the first five days, \$4,000/day for each day thereafter
Try out all functions and items on the test site	April 15, 2007	\$2,000/day for the first five days, \$4,000/day for each day thereafter
Complete the system and move to the live site	May 10, 2007	\$2,000/day for the first five days, \$4,000/day for each day thereafter

Table 9 lists approximate numbers of items that are needed for each end-of-course test and numbers of items that the item development committees will develop.

Table 9
Number of Test Items Needed for End-of-Course Tests

Content Area	Item Format	Approx. # of Items for Each Test	# of Items to be Developed for Field Test
	Multiple-Choice Items	50 items per form	300
	Short-Answer Items	5 items per form	30
English I, II	Essay	1 item per form	6
	Writing Topics/Prompts	1 item per form	6
Algebra,	Multiple-Choice Items	50 items per form	225
Geometry, Biology, Civics, American History, Free Enterprise	Constructed- Response Items	2 items per form	12

Note: Only multiple-choice items will be loaded to the web system; however, the PDF file for each test needs to include all items.

The contractor is required to conduct meetings for test blueprint development, item/test development, and standard setting. Louisiana teachers and district educators will serve as the committee members. Table 10 indicates the specifications for these meetings.

Table 10 End-of-Course Meetings

Macting	Number of	Number of Days	Number of			
Meeting	Meetings	per Meeting	Participants			
Y	ear One (July 20	06-June 2007)				
Test Blueprint Development	2	2	40 (10 per course)			
Item Development	3	2	10 (Algebra)			
Standard Setting	1	2	10 (Algebra)			
Year Two (July 2007–June 2008)						
Test Blueprint Development	Test Blueprint Development 2 2 40 (10 per course)					
Item Development	3	2	10 (English I)			
Standard Setting	1	2	10 (English I)			
Year Three –Year Six (July 2008–June 2012)						
Item Development	3	2	20 (10 per course)			
Standard Setting	1	2	20 (10 per course)			

The proposers should provide a detailed plan for this cost option. The costs should be reasonable and explained adequately in the proposal.

1.5 Project Requirements

Quality Assurance. Error-free production is required and is the final responsibility of the contractor. Quality assurance procedures shall be exercised throughout all activities to ensure the system presents accurate information and operates properly. A detailed quality assurance

plan for this project should be submitted in the proposal. This plan should describe the methods that will be used to assess the quality of the web production, including plans for checking the performance of the system (download time, for example) and all available functions, for proofing all information and graphics, and checking accuracy of all items and answer keys before the information is released online. The contractor should provide a final Quality Control Manual to the LDE by the end of each contract year. This document should describe the procedures used to assess the quality of all phases of the project. This manual will be revised as necessary to reflect improved procedures. The contractor should follow the manual to perform quality assurance work for each item and system feature.

Key Personnel. The LDE Director of the Division of Student Standards and Assessments (the "State Coordinator") will provide oversight of the activities conducted under the contract. The State Project Coordinator will be the principal point of contact on behalf of the State concerning the contractor's performance under the contract. The contractor shall submit deliverables and products to the State Project Coordinator for review and approval.

The contractor shall designate the following individuals who will be assigned to work with the State on this program.

- The **Project Manager** will oversee and monitor the planning, scheduling, progress, and quality of the work.
- The Lead System Designer will oversee the technical tasks and issues and supervise the programming group.
- The **Item Development Leader** will oversee and monitor scheduling, coordination, and quality control of the item/instructional feedback development activities.

These designated individuals for the State Contract are referred to hereafter as "key personnel."

An estimation of the approximate number of work hours that each assigned staff member will devote to the Louisiana program is required. Additionally, staff member assignments to other programs should be outlined clearly in the proposal. The contractor should work with the State to assure that work for the State is given the highest priority. Staff members from the LDE's Division of Student Standards and Assessments will be assigned to monitor this contract under the overall supervision of the division director.

The proposer should detail in the proposal the manner in which extensive technical assistance will be provided to ensure a quality program. The contractor shall appoint a Project Manager to work with the LDE staff in managing the overall contract. All key personnel proposed for the project must be identified with an accurate approximation of the number of work-hours projected for each phase of the contract.

Editorial Review and Proofing. Editorial review and proofing of all the materials are among the most critical requirements of this RFP. The contractor shall be responsible for conducting editorial review of all materials. The contractor will be held to the same level of professional editorial review used in the development of nationally published testing programs and textbooks. Proposers should provide procedures for ensuring high-quality editorial review and proofing, including descriptions of tasks and review cycles and provision of final copy of test materials to the LDE for approval.

Proposers should demonstrate that the editorial staff has satisfactory knowledge, skills, and experience in large-scale assessment. Editorial staff must also have experience in reviewing educational material in the appropriate content areas.

Technical Manual. The contractor shall be responsible for writing and producing a technical manual to provide documentation of all technical work associated with the development of the web-based diagnostic test system. The content of the manual should include detailed narrative descriptions of all components of the online system.

The manual should also provide sufficient information to allow for an independent evaluation of the quality of the diagnostic assessments and web production. The technical manual should be reviewed by the LDE before a final document is produced. The contractor should provide the manual to the LDE in both hard copy and electronic formats.

Project Report. At the end of each contract year, the contractor will prepare a final project report that summarizes the year's activities, identifies any problems, and suggests modifications for future years. This project report should also include all the conference call minutes and memos for major decisions.

Other Services. The contractor should provide an e-mail Help link on the system and answer e-mails written to this address on the system's home page; forward copies of e-mails and responses to LDE staff. In addition, the contractor should produce the system's usage statistics weekly via an online link available to LDE staff; for example, produce charts on the number of log-ins, the number of tests produced, the number of tests scored online, etc. The contractor should fix any possible problems or errors that may arise. A toll-free number should be provided to a HelpDesk, in addition to an e-mail address.

ATTACHMENT II

PROPOSAL INFORMATION

Proposals submitted should follow the format stated below.

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Corporate Background and Experience

The proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references.

3. Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

4. Approach and Methodology

This section of the proposal should include detailed information regarding the following requirements. The information should be stated clearly by project.

- Proposers should demonstrate their understanding of the nature of the project and how their proposal will best meet the needs of the state agency.
- Proposers should define their functional approach in providing the services and products in the RFP. The functional approach should complete the tasks that meet the State requirements and timeline.
- Proposers should describe the approach to Project Management and Quality Assurance.
- Proposers should provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.
- Proposers should define their functional and technical approach that reflects the most effective and efficient means of accomplishing the services and tasks in the RFP.
- Proposers should define their approach implementing services and tasks within the State agency's infrastructure and identifying issues that would prevent or impair implementation or operation across Louisiana state government's heterogeneous environment.
- Proposers should define their strategy for project team organization and task assignments to transfer application knowledge and to position the State to be selfsufficient after implementation.
- Proposers should define their approach for defining system and data security and identify areas of project risk and procedures to mitigate these risks.
- Proposers should define the methodology to be utilized for the project design and implementation.
- Proposers should explain how each task and service will be performed. This should take into account project phasing, use of tools, technologies, etc.

5. Cost Information

- 1. Provide the itemized and the total costs (inclusive of travel and all project expenses).
- 2. For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.
- 3. If a subcontractor will be used, clearly identify any subcontractor arrangements.

6. Administrative Information

- 1. Provide a completed Certification Statement as shown in Attachment VI.
- 2. Discuss any suggested revisions to non-mandatory terms and conditions.

ATTACHMENT III

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A.	E-mail Address:
В.	Facsimile Number with area code: ()
C.	US Mail Address:
Ager	oser certifies that the above information is true and grants permission to the State or notices to contact the above named person or otherwise verify the information I have ided.
By it	s submission of this proposal and authorized signature below, proposer certifies that:
(1)	The information contained in its response to this RFP is accurate;
(2)	Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
(3)	Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
(4)	Proposer's quote is valid for at least one year from the date of proposer's signature below
(5)	Proposer understands that if selected as the successful proposer, he/she will have 14 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
Auth	orized Signature:
Турє	ed or Printed Name:
Title	:
Com	pany Name:
Addı	ress:
City:	State: Zip:

ATTACHMENT IV

SAMF	LE CO	NTRACT
and le "Conti the fol	<i>gal add</i> ractor") llowing	N, the Department of Education, Office of of the siana (hereinafter sometimes referred to as "State") and <u>(Contractor's name dress including Zipcode)</u> (hereinafter sometimes referred to as do hereby enter into contract with funds provided by the program entitled, under terms and conditions. If federal program(s), provide Catalog of Federal Domestic umber(s)
1.	Scope	e of Services
		ereby agrees to furnish the following services: (If the Scope of Services is lengthier ere, it may be attached separately.)
	a.	Specific goals and objectives:
	b.	Deliverables:
	c.	Performance Measures: (that are quantifiable and time-bound)
	d.	Monitoring Plan: (for adherence to contract requirements and completion of work)
•		which do not include each of these requirements, will be returned to the respective t action.)
2.	Paym	ent Terms
maxim enter	num fee <i>an indi</i> v	on of the services described above, state hereby agrees to pay the Contractor a of \$ Payment will be made only on approval of (position title do not vidual name). The standard Louisiana Department of Education Professional g Form must be used by the Contractor for invoicing purpose.
Due to	o fundin	ere services are completed by June 30 must submit invoices no later than July 15. g constraints, funding may be unavailable for payment of services if invoices are by this date.
		nd/or completion to the reasonable satisfaction of the agency is obtained, payments d as follows:
(Includ	de payr	ment terms here.)
3.	Taxes	5
receiv	ed unde	ereby agrees that the responsibility for payment of taxes from the funds thus er this Contract and/or legislative appropriation shall be Contractor's obligation and ler Federal tax identification number <u>(or Social Security No.)</u> .

4. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. State has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

5. Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 thru 1526.

7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (BESE) may approve a contractor's request to retain equipment purchased with 8(g) funds based on the contractor's assurance that the equipment will be used for educational enhancement.

8. Assignment of Contract

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9. Auditors

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing state or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education Internal Audit section.

10. Term of Contract

This contract shall begin on <u>beginning date</u> and shall terminate on <u>ending date</u>. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

11. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This contract is not effective until approved by the Department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. Compliance Statement

The State's designated contract monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and state laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any federal or state program.

16. Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action

at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

17. Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

18. Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

19. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

20. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

21. Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22. Order of Precedence

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of <u>date</u>.

	State Agency Signatures:
	Assistant Superintendent
	Deputy Superintendent for Management and Finance
	Deputy Superintendent of Education
	Superintendent of Education
	President, State Board of Elementary and Secondary Education
WITNESSES SIGNATURES:	CONTRACTOR SIGNATURE:
	Ву:
	Tax I.D. #
	Telephone: ()

ATTACHMENT V

COST PROPOSAL

Cost Analysis (July 2006-June 2007) Unit Unit Cost # of Units **Total Cost** Tasks Management Support NA NA \$ \$ Technical Support NA NA \$ Planning Meetings 3 Hardware Maintenance NA NA \$ System Design and Development NA Passage Review Meeting (English only) See Table 5 1 \$ \$ Item Review Meeting See Table 5 1 Face-to-Face Review Meeting \$ A Guide to Teachers 40,000 \$ NA Develop English Language Arts items, \$ \$ Grade 4 passages, and information resources \$ \$ Develop Mathematics items Grade 4 Load English items to the system \$ \$ \$ Load Mathematics items to the system \$ \$ \$ Develop handscoring tutorial software \$ Cost Option: End-of-Course Tests* \$ Other (Specify Items) \$ Total

^{*} A detailed cost analysis chart should be provided.

Cost Analysis (July 2007–June 2008)						
Tasks	Únit	Unit Cost	# of Units	Total Cost		
Management Support		NA	NA	\$		
Technical Support		NA	NA	\$		
Planning Meetings			3	\$		
Hardware Maintenance		NA	NA	\$		
Passage Review Meeting (English only)	See Table 5		1	\$		
Item Review Meeting	See Table 5		1	\$		
Face-to-Face Review Meeting			1	\$		
A Guide to Teachers		NA	10,000	\$		
Conduct Training Workshop	See Table 6	\$	6 sessions	\$		
	Grade 8	\$		\$		
Develop English Language Arts items,	Grade 9	\$		\$		
passages, and information resources	Grade 10	\$		\$		
	Grade 11-12	\$		\$		
	Grade 8	\$		\$		
D 1 44 (1 11 11 11	Grade 9	\$		\$		
Develop Mathematics items	Grade 10	\$		\$		
	Grade 11-12	\$		\$		
Load English items to the system		\$		\$		
Load Mathematics items to the system		\$		\$		
Cost Option: End-of-Course Tests*		\$		\$		
Other (Specify Items)				\$		
Total				\$		

^{*} A detailed cost analysis chart should be provided.

Cost Analysis (July 2008–June 2009)						
Tasks	Unit	Unit Cost	# of Units	Total Cost		
Management Support		NA	NA	\$		
Technical Support		NA	NA	\$		
Planning Meetings			3	\$		
Hardware Maintenance		NA	NA	\$		
Passage Review Meeting (English only)	See Table 5		1	\$		
Item Review Meeting	See Table 5		1	\$		
Face-to-Face Review Meeting			1	\$		
A Guide to Teachers		NA	10,000	\$		
Conduct Training Workshop	See Table 6	\$	6 sessions	\$		
	Grade 3	\$		\$		
Develop English Language Arts items,	Grade 5	\$		\$		
passages, and information resources	Grade 6	\$		\$		
	Grade 7	\$		\$		
	Grade 3	\$		\$		
D 1 44 (1 11 11 11	Grade 5	\$		\$		
Develop Mathematics items	Grade 6	\$		\$		
	Grade 7	\$		\$		
Load English items to the system		\$		\$		
Load Mathematics items to the system		\$		\$		
Cost Option: End-of-Course Tests*		\$		\$		
Other (Specify Items)				\$		
Total				\$		

^{*} A detailed cost analysis chart should be provided.

Cost Analysis (July 2009–June 2010)						
Tasks	Unit	Unit Cost	# of Units	Total Cost		
Management Support		NA	NA	\$		
Technical Support		NA	NA	\$		
Planning Meetings			3	\$		
Hardware Maintenance		NA	NA	\$		
Passage Review Meeting (English only)	See Table 5		1	\$		
Item Review Meeting	See Table 5		1	\$		
Face-to-Face Review Meeting			1	\$		
A Guide to Teachers		NA	10,000	\$		
Conduct Training Workshop	See Table 6	\$	6 sessions	\$		
	Science Inquiry	\$		\$		
	Physical Science	\$		\$		
	Biology	\$		\$		
Develop Science items	Earth Science	\$		\$		
	Physics	\$		\$		
	Environment Science	\$		\$		
	World Geography	\$		\$		
	Free Enterprise	\$		\$		
Develop Social Studies items	Civics	\$		\$		
	U.S. History	\$		\$		
	World History	\$		\$		
Load Science items to the system		\$		\$		
Load Social Studies items to the system		\$		\$		
Cost Option: End-of-Course Tests*		\$		\$		
Other (Specify Items)	_	\$		\$		
Total				\$		

^{*} A detailed cost analysis chart should be provided.

Cost Analysis (July 2010–June 2011)						
Tasks	Unit	Unit Cost	# of Units	Total Cost		
Management Support		NA	NA	\$		
Technical Support		NA	NA	\$		
Planning Meetings			3	\$		
Hardware Maintenance		NA	NA	\$		
Passage Review Meeting (English only)	See Table 5		1	\$		
Item Review Meeting	See Table 5		1	\$		
Face-to-Face Review Meeting			1	\$		
A Guide to Teachers		NA	10,000	\$		
Conduct Training Workshop	See Table 6	\$	6 sessions	\$		
Develop English Language Arts items,	Grade 1	\$		\$		
passages, and information resources	Grade 2	\$		\$		
Develop Mathematics items	Grade 1	\$		\$		
Develop Mathematics items	Grade 2	\$		\$		
Develop Science items	Grade 4	\$		\$		
Bevelop ediction items	Grade 8	\$		\$		
Develop Social Studies items	Grade 4	\$		\$		
·	Grade 8	\$		\$		
Load English items to the system		\$		\$		
Load Mathematics items to the system		\$		\$		
Load Science items to the system		\$		\$		
Load Social Studies items to the system		\$		\$		
Cost Option: End-of-Course Tests*		\$		\$		
Other (Specify Items)				\$		
Total				\$		

^{*} A detailed cost analysis chart should be provided.

Cost Analysis (July 2011–June 2012)						
Tasks	Unit	Unit Cost	# of Units	Total Cost		
Management Support		NA	NA	\$		
Technical Support		NA	NA	\$		
Planning Meetings			3	\$		
Hardware Maintenance		NA	NA	\$		
Passage Review Meeting (English only)	See Table 5		1	\$		
Item Review Meeting	See Table 5		1	\$		
Face-to-Face Review Meeting			1	\$		
A Guide to Teachers		NA	10,000	\$		
Conduct Training Workshop	See Table 6	\$	6 sessions	\$		
	Grade 3	\$		\$		
Develop Science items	Grade 5	\$		\$		
Bevelop deletice items	Grade 6	\$		\$		
	Grade 7	\$		\$		
	Grade 3	\$		\$		
D 1 0 110 11 11	Grade 5	\$		\$		
Develop Social Studies items	Grade 6	\$		\$		
	Grade 7	\$		\$		
Load Science items to the system		\$		\$		
Load Social Studies items to the system		\$		\$		
Cost Option: End-of-Course Tests*		\$		\$		
Other (Specify Items)				\$		
Total				\$		

^{*} A detailed cost analysis chart should be provided.